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9 Attorneys for Defendants,

10 COMPETENT BUILDERS, CORP., a California corporation; MICHAEL
11 and JANE PLOTITSA, individuals; EDWARD and LUDMILA
12 BREYBURG, individuals

13 UNITED STATES DISTRICT COURT
14 NORTHERN DISTRICT OF CALIFORNIA

15 TRAVELERS CASUALTY AND CASE NO.: C 06 5687 MHP
16 SURETY COMPANY OF }
17 AMERICAN, a Connecticut }
18 corporation, as successor-in-interest to }
19 United Pacific Insurance Company, }
20 Plaintiff(s), }
21 v. }
22 COMPETENT BUILDERS CORP., A }
23 California corporation, MICHAEL }
24 PLOTITSA, an individual, JANE }
25 PLOTITSA, an individual, EDWARD }
26 BREYBURG, an individual }
27 LUDMILA BREYBURG, an }
28 individual, }
 Defendant(s). }

**STIPULATION TO EXTEND TIME
WITHIN WHICH DEFENDANTS
MUST RESPOND TO PLAINTIFF'S
COMPLAINT AND TO CORRECT
NAME OF CORPORATE
DEFENDANT**

Pursuant to United States District Court, Northern District of California, Civil Local Rules 6-1(a), and 5, Travelers Casualty and Surety Company of America, as successor-in-interest to United Pacific Insurance Company, (hereinafter referred to as "Plaintiff"), Competent Builders, Corporation (erroneously sued and served as Competent Builders, Inc.), Michael Plotitsa, Jane Plotitsa, Edward Breyburg, and Ludmilla Breyburg, (hereinafter collectively referred to as "Defendants"), by and through their counsel, hereby stipulate and agree as follows:

1 WHEREAS, Plaintiff served Defendants Competent and Edward and Ludmilla
 2 Breyberg with Plaintiff's Complaint for Breach of Indemnity Agreement, Statutory
 3 Reimbursement, Equitable Indemnity, Money Paid, Exoneration, and Quia Timet,
 4 (hereinafter, "Complaint") in this Federal action on October 5, 2006.

5 WHEREAS, Plaintiff served Defendants Michael and Jane Plotitisa with
 6 Plaintiff's Complaint for Breach of Indemnity Agreement, Statutory Reimbursement,
 7 Equitable Indemnity, Money Paid, Exoneration, and Quia Timet, (hereinafter,
 8 "Complaint") in this Federal action on November 1, 2006.

9 WHEREAS, Defendants are investigating the allegations set forth in the
 10 Complaint with the assistance of their counsel in order to prepare an appropriate
 11 response.

12 IT IS HEREBY STIPULATED AND AGREED that:

- 13 1. Defendants' time to answer or otherwise respond to the Plaintiff's
 14 Complaint, either by answer or motion, is extended to and including
 15 December 1, 2006.
- 16 2. Nothing contained in this Stipulation shall in any way limit or waive
 17 any of Defendants' defenses to the Complaint.
- 18 3. Nothing contained herein shall be construed to prevent Defendant's
 19 from requesting a jury trial under Federal Rules of Civil Procedure
 20 section 38 and Federal Rules of Civil Procedure section 7(a).
- 21 4. The signing and filing of this Stipulation is not intended to, and shall
 22 not be deemed or argued to, constitute a general appearance by
 23 Defendants in this matter.

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+818-205-9944

T-196 P.995/005 F-349

DATED: November 27, 2006

~~SEDGWICK, ARNOLD LLP~~ DETERT, MORAN &

By:

James P. D'iwik, Esq.

Joel M. Long, Esq.

Attorneys for Travelers Casualty and Surety
Company of American, as
successor-in-interest to United Pacific
Insurance Company

DATED: November 27, 2006

By:

Robert M. Freedman, Esq.

Peter S. Bauman, Esq.

Attorneys for Defendants,

COMPETENT BUILDERS, CORP., a California corporation; MICHAEL and JANE PLOTITSA, individuals; EDWARD and LUDMILA BREYBURG, individuals

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Dated: 12/5/06



STIPULATION